



THE ATTORNEY GENERAL
OF TEXAS

AUSTIN 11, TEXAS

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ATTORNEY GENERAL

June 16, 1953

Hon. Gibb Gilchrist
Chancellor
Texas A & M College System
College Station, Texas

Opinion No. S-52.

Re: Authority of the Board
of Directors of the
A & M College System
to discontinue opera-
tion of the programs
being conducted at
Bluebonnet Farm and
to execute a quitclaim
deed to the United
States in considera-
tion of reimbursement
for costs there ex-
pended by A & M.

Dear Sir:

You have requested an opinion as to the legal-
ity of a conveyance by the Board of Directors of Texas
A & M College System of certain lands known as Bluebon-
net Farm, acquired by the Texas A & M College System
by a deed without warranty from the United States of
America, acting by and through the War Assets Adminis-
tration, and a quitclaim deed by the Farm Security Ad-
ministration, U. S. Department of Agriculture.

The conveyance by the deed without warranty
was made with certain conditions, one of which follows:

"FIRST: That for a period of twenty-
five (25) years from the date of this con-
veyance said premises shall be continuously
used as and for agricultural research,
educational training program, experimental
and development work with livestock, demon-
stration farms, and for purposes incidental
to the educational and agricultural activities
of A & M College of Texas, its successors
and assigns, but for no other purposes."

The deed states that if there is a breach of one of the conditions so set out, "...all right, title and interest in and to the said premises shall, at its option, revert to and become the property of the United States of America which shall have the immediate right of entry upon said premises and the said A & M College of Texas, its successors or assigns shall forfeit all right, title and interest ...". The provisions of the quitclaim deed are substantially the same.

Therefore, under the conditional provisions of the deed without warranty and the quitclaim deed, the Board of Directors of Texas A & M College System can at any time abrogate its responsibility by abandoning the property and ceasing to use it in the manner prescribed by the said instruments.

The execution of a deed without warranty and a quitclaim deed by the Board of Directors of the Texas A & M College System to the United States of America is merely the declared intention of the Board of Directors that it is abandoning the property which it has been using for purposes designated in the deed without warranty and quitclaim deed by which it acquired title from the United States of America, and that the reverter clause should take effect immediately.

Since this authority is so given to A & M College it would be legal and proper for the Board of Directors of A & M College System to convey the lands by executing a quitclaim deed to the United States Government upon payment by the Government for costs expended there by A & M.

Hon. Gibb Gilchrist, page 3 (S-52)

SUMMARY

The Board of Directors of the A & M College System has authority to discontinue operation of the programs being conducted at Bluebonnet Farm and to return said farm by executing a quitclaim deed to the United States in consideration of reimbursement for costs there expended by A & M.

APPROVED:

Rudy G. Rice
State Affairs Division


C. K. Richards
Reviewer

Robert S. Trotti
First Assistant

John Ben Shepperd
Attorney General

Yours very truly,

JOHN BEN SHEPPERD
Attorney General

By 
Bradley Bourland
Assistant